



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

**Funds of Labor Unions Subject to Execution in Suits for Torts.**—In *United Mine Workers of America v. Coronado Coal Co.*, 42 Sup. Ct. Rep. 570, the Supreme Court of the United States held that labor unions are suable in the federal courts for their own acts, and that funds accumulated to be expended in conducting strikes are subject to execution in suits for torts committed by such unions in strikes. Mr. Chief Justice Taft, who delivered the opinion of the court, said in part:

"Our conclusion as to the suability of the defendants is confirmed in the case at bar by the words of §§ 7 and 8 of the Anti-Trust Law (Comp. St. §§ 8829, 8830). The persons who may be sued under § 8 include 'corporations and associations existing under or authorized by the laws of either the United States, the laws of any of the territories, the laws of any state, or the laws of any foreign country.' This language is very broad, and the words given their natural signification certainly include labor unions like these. They are, as has been abundantly shown, associations existing under the laws of the United States, of the territories thereof, and of the states of the Union. Congress was passing drastic legislation to remedy a threatening danger to the public welfare, and did not intend that any persons or combinations of persons should escape its application. Their thought was especially directed against business associations and combinations that were unincorporated to do the things forbidden by the act, but they used language broad enough to include all associations which might violate its provisions recognized by the statutes of the United States or the states or the territories, or foreign countries as lawfully existing; and this, of course, includes labor unions, as the legislation referred to shows. Thus it was that in the cases of *United States v. Trans-Missouri Freight Association*, 166 U. S. 290, 17 Sup. Ct. 540, 41 L. Ed. 1007; *United States v. Joint Traffic Association*, 171 U. S. 505, 19 Sup. Ct. 25, 43 L. Ed. 259; *Montague & Co. v. Lowry*, 193 U. S. 38, 24 Sup. Ct. 307, 48 L. Ed. 608; and *Eastern States Lumber Association v. United States*, 234 U. S. 600, 34 Sup. Ct. 951, 58 L. Ed. 1490, L. R. A. 1915A, 788, unincorporated associations were made parties to suits in the federal courts under the Anti-Trust Act without question by any one as to the correctness of the procedure."

---

**Intoxicating Liquors; May Not Be Transported from Bonded Warehouse to Owner's Residence.**—In the case of *Cornell v. Moore*, decided by the Supreme Court of the United States on January 30, 1922 (42 S. C. Rep., 176), the court construes § 3 of the National prohibition act, prohibiting the transportation of intoxicating liquor for beverage purposes, except as therein authorized, and providing that the act shall be liberally construed to prevent the use of intoxicating liquor as a beverage. It was held that intoxicating liquor cannot be transported from a bonded warehouse to the owner's residence, notwithstanding §§ 25 and 33, prohibiting warrants to search private dwellings and declaring it not unlawful to possess liquors in one's private dwelling for the personal consumption of the owner, his family, and

bona fide guests, and the proviso of § 3, permitting the purchase and sale of warehouse receipts for liquors in bonded warehouses, as a bonded warehouse cannot be regarded as a mere convenience contributory to the dwelling.

The court further held that Section 37 of the act, providing that nothing therein shall prevent the transportation of liquor to bonded warehouses or to any wholesale druggist for sale to such druggist for purposes not prohibited, permits transportation to bonded warehouses, but not from such warehouses, except when being transported to a wholesale druggist for sale to him for purposes not prohibited, especially in view of title 2, Section 6, permitting distilled spirits to be withdrawn from such warehouses for denaturing or for deposit in a bonded warehouse.

The court says that the 18th Amendment and the National Prohibition Act, construed as prohibiting the transporting of intoxicating liquor intended for beverage purposes from a bonded warehouse to the owner's residence, though the liquor was manufactured and lawfully acquired before the respective dates of their adoption, do not take from property its essential attributes, in violation of the Fifth Amendment.

---

**Landlord and Tenant—Liability for Rent Not Affected by Law Making Intended Use of Premises Unlawful.**—In *Imbeschied v. Lerner*, 135 N. E. 219, the Supreme Judicial Court of Massachusetts held that where a lease of premises for the purpose of carrying on a liquor business was lawful and valid when executed, the subsequent adoption of the Eighteenth Amendment, preventing the lessee from conducting a liquor business on the premises, did not release him from liability on his covenant to pay rent, in the absence of any provision in the lease for abatement in whole or in part in such event, as the rule that a contract which cannot be performed without violating the law is void, did not apply.

The court said in part: "It is the contention of the defendant that, because the sale of intoxicating liquors for beverage purposes is prohibited by the federal amendment making it impossible after its ratification longer to carry on the liquor business on the demised premises, he is relieved from the performance of the covenants in the lease. We are unable to agree with this contention. When the lease was executed, and for a long period of time thereafter, it was possible for the defendant to carry on the liquor business on the leased premises; and during that time he was there engaged in that business. The contract embodied in the lease was lawful and valid when executed; the fact that afterwards the adoption of the amendment prevented the defendant from longer conducting the liquor business on the premises does not release him from liability under the covenant to pay the stipulated rental for the entire term, in the absence of any provision in the lease that the rent should be abated in whole or in part in the